

ROBERT D. HOUSTON

IBLA 73-239

Decided August 10, 1973

Appeal from decision of the Utah State Office, Bureau of Land Management, rejecting oil and gas offer for insufficient rental, U-21247.

Affirmed.

Oil and Gas Leases: Applications: Drawings -- Oil and Gas Leases: Generally

An oil and gas lease offer drawn first in a simultaneous filing is properly rejected under 43 CFR 3103.3-1 and 3111.1(e)(1) where the offer is deficient in the first year's rental by more than ten percent.

Oil and Gas Leases: Applications: Drawings

The burden of properly identifying the parcel applied for on his simultaneous oil and gas drawing entry card must necessarily fall upon the offeror, as the Bureau is bound to accept the designated parcel number as the subject of his offer. An offeror may correct the parcel number on his entry card only prior to the expiration of the period for the acceptance of simultaneous filings; otherwise, it is a late filing.

APPEARANCES: Robert D. Houston, pro se.

OPINION BY MRS. LEWIS

Robert D. Houston has appealed from a decision of the Utah State Office, Bureau of Land Management, dated December 14, 1972, which rejected his noncompetitive oil and gas lease offer, U 21247.

Appellant's lease offer for Parcel No. 54, covering 757.05 acres described as

T. 4 S., R. 20 E., SLM

Sec. 1, lots 3, 4, SW 1/4 NE 1/4, S 1/2 NW 1/4, SW 1/4, N 1/2 SE 1/4,

Sec. 12, E 1/2 NE 1/4, SW 1/4 NE 1/4, NW 1/4,

was filed for the simultaneous drawing of oil and gas offers to be held in December 1972. Although appellant's offer was drawn first at the public drawing, the offer was rejected for the reason that it was deficient in the first year's rental by more than ten percent.

The Department regulations, 43 CFR 3103.3-1, provide:

Each offer, when first filed, shall be accompanied by full payment of the first year's rental based on the total acreage if known, and if not known, on the basis of 40 acres for each smallest legal subdivision. An offer deficient in the first year's rental by not more than 10 percent will be approved by the signing officer provided all other requirements are met. The additional rental must be paid within 30 days from notice under penalty of cancellation of the lease. (Emphasis added.)

A deficiency of not more than ten percent is listed in 43 CFR 3111.1-1(e)(1) as a curable defect.

The amount of the rental submitted by appellant with his entry card was \$337. The full amount of rental required on the 757.05 acres in Parcel No. 54 is \$379. As the State Office correctly ruled, the rental deficiency exceeds the ten percent deficiency permissible under the regulations.

Appellant on appeal states that he desires to make up the difference in the rental, but points out that he intended to file for Parcel No. 54-A, which parcel, according to information he received from a leasing service, covered 672.53 acres and required \$337 for the first year's rental. He admits that he failed to insert on his entry card the suffix "A" following the number 54 in the space provided on the entry card for the insertion of the parcel number applied for.

The burden of properly identifying the parcel applied for in an offer (entry card) must necessarily fall upon the offeror, as the Bureau is bound to accept the inserted parcel number as the subject of his offer. An offeror may correct the parcel number on his entry card only prior to the expiration of the period for acceptance of simultaneous filings. Otherwise, it is a late filing. For this reason, appellant's request on appeal that his entry card be considered as an offer for parcel No. 54-A must be denied.

In the circumstances of this case, appellant's entry card must be considered as an offer for the parcel which it identifies, namely Parcel No. 54. Since the rental tendered was inadequate for that parcel, the lease offer must be rejected. Joe L. Frazier, 11 IBLA 317 (1973).

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision appealed from is affirmed.

Anne Poindexter Lewis, Member

We concur:

Edward W. Stuebing, Member

Frederick Fishman, Member

